

JS 44 CAND (Rev. 12/11)

CIVIL COVER SHEET

10 12-839MEJ

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Melissa Barron, on behalf of herself and all others similarly situated

(b) County of Residence of First Listed Plaintiff Alameda
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Gross Beisky Alonso LLP
One Sansome Street, Suite 3670
San Francisco, CA 94104; Tel: (415) 544-0200

DEFENDANTS

Delphi Automotive LLP, Furukawa Electric Co., LTD., Lear Corp.,
Leoni AG, Sumitomo Electric Industries, LTD, S-Y Systems
Technologies GMBH, Yazaki Corp., and Yazaki North America Inc.
County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 395 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input checked="" type="checkbox"/> 410 Antitrust <input type="checkbox"/> 450 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Sherman Act, 15 U.S.C. § 1

Brief description of cause:
Bid rigging and price fixing in violation of antitrust laws.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Hon. Yvonne Gonzalez Rogers

DOCKET NUMBER CV 11:5301

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE ☐ EUREKA

DATE 02/21/2012

SIGNATURE OF ATTORNEY OF RECORD

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FILED

FEB 21 2012

RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

E-filing

Attorneys for Plaintiff and the Proposed Class

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

MEJ

CV 12 0839

MELISSA BARRON, on behalf of herself
 and all others similarly situated,

Plaintiffs,

v.

DELPHI AUTOMOTIVE LLP,
 FURUKAWA ELECTRIC CO., LTD.,
 LEAR CORP., LEONI AG, SUMITOMO
 ELECTRIC INDUSTRIES, LTD, S-Y
 SYSTEMS TECHNOLOGIES GMBH,
 YAZAKI CORP., and YAZAKI NORTH
 AMERICA INC.,

Defendants.

Case No.

**INDIRECT-PURCHASER PLAINTIFFS'
 CLASS ACTION COMPLAINT FOR
 VIOLATIONS OF FEDERAL AND STATE
 ANTITRUST LAWS, STATE CONSUMER
 PROTECTION LAWS AND STATE
 COMMON LAW OF UNJUST
 ENRICHMENT**

JURY TRIAL DEMANDED

Plaintiff Melissa Barron, on behalf of herself and the class defined below, brings this action for damages and injunctive relief against defendants Delphi Automotive LLP, Furukawa Electric Co., Ltd., Lear Corp., Leoni AG, Sumitomo Electric Industries, Ltd., S-Y Systems Technologies GmbH, Yazaki Corp., and Yazaki North America Inc., and alleges, upon personal knowledge as to her conduct, and upon information and belief as to all other matters based upon the investigation by her counsel, as follows:

INTRODUCTION

1
2 1. This class action arises out of a long-running conspiracy from at least January 1,
3 2000, through at least January 1, 2010, among Defendants and their co-conspirators, with the
4 purpose and effect of rigging bids for and fixing, raising, maintaining and stabilizing prices of
5 automotive wire harnesses and related products sold indirectly to plaintiff and other indirect
6 purchasers throughout the United States.

7 2. Defendants and their co-conspirators formed an international cartel illegally to restrict
8 competition in the automotive wire harness and related products market, specifically targeting and
9 injuring indirect-purchaser consumers and affecting billions of dollars of commerce throughout the
10 United States. The conspiracy included communications and meetings in which defendants agreed to
11 eliminate competition and to rig bids for, and to fix the prices of automotive wire harnesses and
12 related products. As a result of Defendants' bid-rigging and price-fixing conduct, plaintiff and class
13 members have been injured in their business and property by paying more for automotive wire
14 harnesses and related products that they would otherwise have paid in the absence of defendants'
15 conspiracy.

JURISDICTION AND VENUE

16
17 3. This Court has original jurisdiction over this action under the provisions of 28 U.S.C.
18 § 1331 (federal question) and 28 U.S.C. § 1337 (original jurisdiction over any claims arising under
19 any Act of Congress regulating commerce or protecting trade and commerce against restraints and
20 monopolies), because the Complaint alleges violations of the Sherman Act, 15 U.S.C. § 1, and
21 Sections 4 and 16 of the Clayton Act, 15 U.S.C. §§ 15 and 26. The Court has supplemental
22 jurisdiction over Plaintiff's state law claims under 28 U.S.C. § 1367, because those claims are so
23 related to Plaintiff's federal law claim that they form part of the same case or controversy. The
24 Court also has original jurisdiction over the entire action under 28 U.S.C. § 1332, because the
25 amount in controversy for the Class exceeds the sum or value of \$5,000,000, exclusive and interest
26 and costs, and there are members of the Class who are citizens of a different state than Defendants,
27 and certain Defendants are citizens or subjects of foreign states.
28

1 4. Venue is proper in this District under 15 U.S.C. §§ 15, 22, and 26, and 28 U.S.C.
2 § 1391(b) and (c), because Defendants reside, transact business, or are found within this District, and
3 a substantial part of the events giving rise to the claims arose in this District.

4 5. Defendants conduct business throughout the United States, including in this
5 jurisdiction, and they purposefully avail themselves of the laws of the United States, including
6 specifically the laws of the state of California and the individual states listed herein. Defendants'
7 products are sold in the flow of interstate commerce, and Defendants' activities had a direct,
8 substantial, and reasonably-foreseeable effect on such commerce.

9 6. Defendants' conspiracy to rig bids and fix prices of automotive wire harnesses and
10 related products substantially affected commerce throughout the United States and in each of the
11 states identified herein because Defendants, directly and/or through their agents, engaged in
12 activities affecting each state. Defendants have purposefully availed themselves of the laws of each
13 of the states identified herein in connection with their activities relating to the production, marketing,
14 and sale of wire harnesses. Defendants produced, promoted, sold, marketed, and or distributed
15 automotive wire harnesses and related products, thereby purposefully profiting from access to
16 consumers in each such state. As a result of the activities described herein, Defendants: (a) caused
17 damage to the residents of the states identified herein; (b) caused damage in each of the states
18 identified herein by acts or omissions committed outside each such state and by regularly doing or
19 soliciting business in each such state; (c) engaged in persistent courses of conduct within each such
20 state and/or derived substantial revenue from the marketing of automotive wire harnesses and related
21 products (and services related to such marketing) in each such state; and (d) committed acts or
22 omissions that they knew or should have known would cause damage (and did, in fact, cause such
23 damages) in each such state while regularly doing or soliciting business in each such state, engaging
24 in other persistent courses of conduct in each such state, and/or deriving substantial revenue from the
25 marketing of automotive wire harnesses and related products in which they are used in each such
26 state.

27 7. The conspiracy described herein adversely affected every person nationwide, and,
28 more particularly, consumers in each of the states identified in this Complaint who indirectly

1 purchased Defendants' automotive wire harnesses and related products. Defendants' conspiracy has
2 resulted in an adverse monetary effect on the class members of each state identified herein.

3 8. Prices of automotive wire harnesses and related products in each state identified
4 herein were raised to supra-competitive levels by Defendants and their co-conspirators. Defendants
5 knew that commerce in automotive wire harness and related products, and that new motor vehicles
6 containing those harnesses and related products, would be adversely affected by implementing their
7 conspiracy in each state identified herein.

8 **INTRADISTRICT ASSIGNMENT**

9 9. Intradistrict assignment is proper in this Division because a substantial part of the
10 property that is the subject of this action is situated in, and a substantial part of the events or
11 omissions which give rise to the claim occurred in, the County of San Francisco.

12 **DEFINITIONS**

13 10. "Automotive Wire Harness Systems" refers to automotive electrical distribution
14 systems used to direct and control electrical components, wiring, and circuit boards; and to related
15 products, including automotive electrical wiring, lead wire assemblies, cable band, automotive
16 wiring connectors, automotive wiring terminals, electronic control units, fuse boxes, relay boxes,
17 junction blocks, and power distributors.

18 11. "Class Period" refers to the time period of January 1, 2000, to the date this Complaint
19 is filed.

20 12. "OEM" means any original equipment manufacturer of new motor vehicles.

21 **THE PARTIES**

22 **A. The Plaintiff**

23 12. Plaintiff Melissa Barron is a resident of California, who indirectly purchased one or
24 more Automotive Wire Harness Systems manufactured and/or sold by one or more of the
25 Defendants during the Class Period, for end use and not for resale. Plaintiff and all class members
26 were injured in their business or property as a result of Defendants' illegal bid-rigging and price-
27 fixing agreement because they paid more for products containing Automotive Wire Harness Systems
28 than they would have absent such illegal conduct.

1 **B. The Defendants**

2 13. Defendant Delphi Automotive LLP ("Delphi") is a Delaware corporation with its
3 principal place of business in Troy, Michigan. Defendant Delphi manufactured, marketed, sold
4 and/or distributed Automotive Wire Harness Systems that were purchased throughout the United
5 States, including in this District, during the Class Period.

6 14. Defendant Furukawa Electric Co., Ltd. ("Furukawa") is a Japanese corporation.
7 Defendant Furukawa manufactured, marketed, sold and/or distributed Automotive Wire Harness
8 Systems that were purchased throughout the United States, including in this District, during the
9 Class Period.

10 15. Defendant Lear Corp. ("Lear") is a Delaware corporation with its principal place of
11 business in Southfield, Michigan. Defendant Lear manufactured, marketed, sold and/or distributed
12 Automotive Wire Harness Systems that were purchased throughout the United States, including in
13 this District, during the Class Period.

14 16. Defendant Leoni AG ("Leoni") is a German corporation. Defendant Leoni
15 manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems that were
16 purchased throughout the United States, including in this District, during the Class Period.

17 17. Defendant Sumitomo Electric Industries, Ltd. ("Sumitomo") is a Japanese
18 corporation. Defendant Sumitomo manufactured, marketed, sold and/or distributed Automotive
19 Wire Harness Systems that were purchased throughout the United States, including in this District,
20 during the Class Period.

21 18. Defendant S-Y Systems Technologies, GmbH ("S-Y Systems") is a Japanese
22 corporation. Defendant S-Y Systems manufactured, marketed, sold and/or distributed Automotive
23 Wire Harness Systems that were purchased throughout the United States, including in this District,
24 during the Class Period.

25 19. Defendant Yazaki Corp. is a Japanese corporation. Defendant Yazaki Corp.
26 manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems that were
27 purchased throughout the United States, including in this District, during the Class Period.

28 20. Defendant Yazaki North America Inc. is an Illinois corporation with its principal

1 place of business in Canton Township, Michigan. It is a subsidiary of and owned and controlled by
2 its parent, Yazaki Corp., and acts as the United States agent for the marketing sale and/or
3 distribution of Automotive Wire Harness Systems for its parent. (Yazaki Corp. and Yazaki North
4 America Inc. are collectively referred to herein as "Yazaki".)

5 **C. The Co-Conspirators**

6 21. Various persons and entities, presently unknown to Plaintiff, participated as co-
7 conspirators with Defendants in the violations alleged herein and have performed acts and made
8 statements in furtherance thereof. Plaintiff reserves the right to name some or all of these persons as
9 named Defendants or named Co-Conspirators at a later date.

10 22. Whenever in this complaint reference is made to any act, deed or transaction of any
11 corporation, the allegation means that the corporation engaged in the act, deed or transaction by or
12 through its officers, directors, agents, employees or representatives while they were actively engaged
13 in the management, direction, control or transaction of the corporation's business or affairs.

14 23. Each of the Defendants named herein acted as the agent of, co-conspirator with, or
15 joint venturer of the other Defendants with respect to the acts, violations and common course of
16 conduct alleged herein.

17 **EFFECTS ON INTERSTATE AND INTRASTATE COMMERCE**

18 24. Defendants conduct business throughout the United States, including in the State of
19 California, and they have purposefully availed themselves of the laws of the United States.
20 Defendants' products are sold in the flow of interstate commerce and Defendants' activities had a
21 direct, substantial and reasonably foreseeable effect on such commerce.

22 25. Defendants' conspiracy further substantially affected commerce in each of the states
23 identified herein. Defendants have purposefully availed themselves of the laws of each of the states
24 identified herein in connection with their activities relating to the pricing of Automotive Wire
25 Harness Systems. Defendants produced, promoted, sold, marketed, and/or distributed Automotive
26 Wire Harness Systems in each of the states identified herein, thereby purposefully profiting from
27 access to indirect purchasers in each such state. As a result of the activities described herein,
28 Defendants:

1. Caused tortious damage to the residents of the states identified herein;
2. Caused tortious damage in each of the states identified herein by acts or omissions committed outside each such state by regularly doing or soliciting business in each such state;
3. Engaged in persistent courses of conduct within each such state and/or derived substantial revenue from the marketing of Automotive Wire Harness Systems in each such state (and services relating to such marketing); and
4. Committed acts or omissions that they knew or should have known would cause damage (and did, in fact, cause such damage) in each such state while regularly doing or soliciting business in each such state, engaging in other persistent courses of conduct in each such state and/or deriving substantial revenue from the marketing of Automotive Wire Harness Systems (and services relating to such marketing) in each such state.

26. The conspiracy described herein affected adversely every person in each of the states identified in this Complaint who indirectly bought Automotive Wire Harness Systems for end use and not for resale. Defendants' conspiracy has lasted for many years and resulted in monetary damages to purchasers in each state identified herein.

27. Prices of Automotive Wire Harness Systems in each state can be manipulated by conspirators within that state, outside of it, or both. Without enforcing the antitrust and/or consumer protection laws of each of the states identified herein, companies that break the law will go unpunished. Defendants knew that commerce in each of the states identified herein would have to be adversely affected in order to implement their conspiracy.

CLASS ACTION ALLEGATIONS

28. Plaintiff brings this suit as a class action pursuant to Rules 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and a Plaintiff Class ("the Class") composed of and defined as follows:

All persons and entities residing in the United States who, during the Class Period, indirectly purchased Automotive Wire Harness Systems in the United States for their own use and not for resale (including as a stand-alone replacement product or as a component of a new motor vehicle that was

1 purchased or leased) from any Defendant or any current or former subsidiary
2 of affiliate thereof, or any co-conspirator. Specifically excluded from this
3 Class are the Defendants; the officers, directors or employees of any
4 Defendant; any entity in which any Defendant has a controlling interest; and
5 any affiliate, legal representative, heir or assign of any Defendant. Also
6 excluded are any federal, state or local governmental entities, any judicial
7 officer presiding over this action and the members of his/her immediate
8 family and judicial staff, and any juror assigned to this action.

9
10 29. Plaintiff also bring this action on her own behalf and as a class action pursuant to
11 Rules 23 of the Federal Rules of Civil Procedure and/or respective state statute(s), on behalf of all
12 members of the following classes (collectively, the "Indirect-Purchaser State Classes") with respect
13 to claims under the antitrust and/or consumer protection statutes of each of those jurisdictions and
14 under common law principles of unjust enrichment recognized in each of those jurisdictions:

15 1. **ARIZONA:** All persons and entities who, as residents of Arizona and during
16 the Class Period, indirectly purchased Automotive Wire Harness Systems for
17 their own use and not for resale (including as a stand-alone replacement
18 product or as a component of a new motor vehicle that was purchased or
19 leased) from any Defendant or any current or former subsidiary of affiliate
20 thereof, or any co-conspirator. Specifically excluded from this Class are the
21 Defendants, the officers, directors or employees of any Defendant; any entity
22 in which any Defendant has a controlling interest; and any affiliate, legal
23 representative, heir or assign of any Defendant. Also excluded are any federal,
24 state or local governmental entities, any judicial officer presiding over this
25 action and the members of his/her immediate family and judicial staff, and
26 any juror assigned to this action (the "Arizona Indirect Purchaser Class").

27 2. **CALIFORNIA:** All persons and entities who, as residents of California and
28 during the Class Period, indirectly purchased Automotive Wire Harness
Systems for their own use and not for resale (including as a stand-alone
replacement product or as a component of a new motor vehicle that was
purchased or leased) from any Defendant or any current or former subsidiary
of affiliate thereof, or any co-conspirator. Specifically excluded from this
Class are the Defendants, the officers, directors or employees of any

1 Defendant; any entity in which any Defendant has a controlling interest; and
2 any affiliate, legal representative, heir or assign of any Defendant. Also
3 excluded are any federal, state or local governmental entities, any judicial
4 officer presiding over this action and the members of his/her immediate
5 family and judicial staff, and any juror assigned to this action (the "California
6 Indirect Purchaser Class").

7 3. **DISTRICT OF COLUMBIA:** All persons and entities who, as residents of
8 the District of Columbia and during the Class Period, indirectly purchased
9 Automotive Wire Harness Systems for their own use and not for resale
10 (including as a stand-alone replacement product or as a component of a new
11 motor vehicle that was purchased or leased) from any Defendant or any
12 current or former subsidiary of affiliate thereof, or any co-conspirator.
13 Specifically excluded from this Class are the Defendants, the officers,
14 directors or employees of any Defendant; any entity in which any Defendant
15 has a controlling interest; and any affiliate, legal representative, heir or assign
16 of any Defendant. Also excluded are any federal, state or local governmental
17 entities, any judicial officer presiding over this action and the members of
18 his/her immediate family and judicial staff, and any juror assigned to this
19 action (the "District of Columbia Indirect Purchaser Class").

20 4. **FLORIDA:** All persons and entities who, as residents of Florida and during
21 the Class Period, indirectly purchased Automotive Wire Harness Systems for
22 their own use and not for resale (including as a stand-alone replacement
23 product or as a component of a new motor vehicle that was purchased or
24 leased) from any Defendant or any current or former subsidiary of affiliate
25 thereof, or any co-conspirator. Specifically excluded from this Class are the
26 Defendants, the officers, directors or employees of any Defendant; any entity
27 in which any Defendant has a controlling interest; and any affiliate, legal
28 representative, heir or assign of any Defendant. Also excluded are any federal,

1 state or local governmental entities, any judicial officer presiding over this
2 action and the members of his/her immediate family and judicial staff, and
3 any juror assigned to this action (the "Florida Indirect Purchaser Class").

4 5. **HAWAII:** All persons and entities who, as residents of Hawaii and during the
5 Class Period, indirectly purchased Automotive Wire Harness Systems for their
6 own use and not for resale (including as a stand-alone replacement product or
7 as a component of a new motor vehicle that was purchased or leased) from
8 any Defendant or any current or former subsidiary of affiliate thereof, or any
9 co-conspirator. Specifically excluded from this Class are the Defendants, the
10 officers, directors or employees of any Defendant; any entity in which any
11 Defendant has a controlling interest; and any affiliate, legal representative,
12 heir or assign of any Defendant. Also excluded are any federal, state or local
13 governmental entities, any judicial officer presiding over this action and the
14 members of his/her immediate family and judicial staff, and any juror
15 assigned to this action (the "Hawaii Indirect Purchaser Class").

16 6. **IOWA:** All persons and entities who, as residents of Iowa and during the
17 Class Period, indirectly purchased Automotive Wire Harness Systems for their
18 own use and not for resale (including as a stand-alone replacement product or
19 as a component of a new motor vehicle that was purchased or leased) from
20 any Defendant or any current or former subsidiary of affiliate thereof, or any
21 co-conspirator. Specifically excluded from this Class are the Defendants, the
22 officers, directors or employees of any Defendant; any entity in which any
23 Defendant has a controlling interest; and any affiliate, legal representative,
24 heir or assign of any Defendant. Also excluded are any federal, state or local
25 governmental entities, any judicial officer presiding over this action and the
26 members of his/her immediate family and judicial staff, and any juror
27 assigned to this action (the "Iowa Indirect Purchaser Class").

28 7. **KANSAS:** All persons and entities who, as residents of Kansas and during the

1 Class Period, indirectly purchased Automotive Wire Harness Systems for their
2 own use and not for resale (including as a stand-alone replacement product or
3 as a component of a new motor vehicle that was purchased or leased) from
4 any Defendant or any current or former subsidiary of affiliate thereof, or any
5 co-conspirator. Specifically excluded from this Class are the Defendants, the
6 officers, directors or employees of any Defendant; any entity in which any
7 Defendant has a controlling interest; and any affiliate, legal representative,
8 heir or assign of any Defendant. Also excluded are any federal, state or local
9 governmental entities, any judicial officer presiding over this action and the
10 members of his/her immediate family and judicial staff, and any juror
11 assigned to this action (the "Kansas Indirect Purchaser Class").

12 8. **MAINE:** All persons and entities who, as residents of Maine and during the
13 Class Period, indirectly purchased Automotive Wire Harness Systems for their
14 own use and not for resale (including as a stand-alone replacement product or
15 as a component of a new motor vehicle that was purchased or leased) from
16 any Defendant or any current or former subsidiary of affiliate thereof, or any
17 co-conspirator. Specifically excluded from this Class are the Defendants, the
18 officers, directors or employees of any Defendant; any entity in which any
19 Defendant has a controlling interest; and any affiliate, legal representative,
20 heir or assign of any Defendant. Also excluded are any federal, state or local
21 governmental entities, any judicial officer presiding over this action and the
22 members of his/her immediate family and judicial staff, and any juror
23 assigned to this action (the "Maine Indirect Purchaser Class").

24 9. **MASSACHUSETTS:** All persons and entities who, as residents of
25 Massachusetts and during the Class Period, indirectly purchased Automotive
26 Wire Harness Systems for their own use and not for resale (including as a
27 stand-alone replacement product or as a component of a new motor vehicle
28 that was purchased or leased) from any Defendant or any current or former

1 subsidiary of affiliate thereof, or any co-conspirator. Specifically excluded
2 from this Class are the Defendants, the officers, directors or employees of any
3 Defendant; any entity in which any Defendant has a controlling interest; and
4 any affiliate, legal representative, heir or assign of any Defendant. Also
5 excluded are any federal, state or local governmental entities, any judicial
6 officer presiding over this action and the members of his/her immediate
7 family and judicial staff, and any juror assigned to this action (the
8 "Massachusetts Indirect Purchaser Class").

9 10. **MICHIGAN:** All persons and entities who, as residents of Michigan and
10 during the Class Period, indirectly purchased Automotive Wire Harness
11 Systems for their own use and not for resale (including as a stand-alone
12 replacement product or as a component of a new motor vehicle that was
13 purchased or leased) from any Defendant or any current or former subsidiary
14 of affiliate thereof, or any co-conspirator. Specifically excluded from this
15 Class are the Defendants, the officers, directors or employees of any
16 Defendant; any entity in which any Defendant has a controlling interest; and
17 any affiliate, legal representative, heir or assign of any Defendant. Also
18 excluded are any federal, state or local governmental entities, any judicial
19 officer presiding over this action and the members of his/her immediate
20 family and judicial staff, and any juror assigned to this action (the "Michigan
21 Indirect Purchaser Class").

22 11. **MINNESOTA:** All persons and entities who, as residents of Minnesota and
23 during the Class Period, indirectly purchased Automotive Wire Harness
24 Systems for their own use and not for resale (including as a stand-alone
25 replacement product or as a component of a new motor vehicle that was
26 purchased or leased) from any Defendant or any current or former subsidiary
27 of affiliate thereof, or any co-conspirator. Specifically excluded from this
28 Class are the Defendants, the officers, directors or employees of any

1 Defendant; any entity in which any Defendant has a controlling interest; and
2 any affiliate, legal representative, heir or assign of any Defendant. Also
3 excluded are any federal, state or local governmental entities, any judicial
4 officer presiding over this action and the members of his/her immediate
5 family and judicial staff, and any juror assigned to this action (the "Minnesota
6 Indirect Purchaser Class").

7 12. **MISSISSIPPI:** All persons and entities who, as residents of Mississippi and
8 during the Class Period, indirectly purchased Automotive Wire Harness
9 Systems for their own use and not for resale (including as a stand-alone
10 replacement product or as a component of a new motor vehicle that was
11 purchased or leased) from any Defendant or any current or former subsidiary
12 of affiliate thereof, or any co-conspirator. Specifically excluded from this
13 Class are the Defendants, the officers, directors or employees of any
14 Defendant; any entity in which any Defendant has a controlling interest; and
15 any affiliate, legal representative, heir or assign of any Defendant. Also
16 excluded are any federal, state or local governmental entities, any judicial
17 officer presiding over this action and the members of his/her immediate
18 family and judicial staff, and any juror assigned to this action (the
19 "Mississippi Indirect Purchaser Class").

20 13. **MISSOURI:** All persons and entities who, as residents of Missouri and
21 during the Class Period, indirectly purchased Automotive Wire Harness
22 Systems for their own use and not for resale (including as a stand-alone
23 replacement product or as a component of a new motor vehicle that was
24 purchased or leased) from any Defendant or any current or former subsidiary
25 of affiliate thereof, or any co-conspirator. Specifically excluded from this
26 Class are the Defendants, the officers, directors or employees of any
27 Defendant; any entity in which any Defendant has a controlling interest; and
28 any affiliate, legal representative, heir or assign of any Defendant. Also

1 excluded are any federal, state or local governmental entities, any judicial
2 officer presiding over this action and the members of his/her immediate
3 family and judicial staff, and any juror assigned to this action (the "Missouri
4 Indirect Purchaser Class").

5 14. **NEVADA:** All persons and entities who, as residents of Nevada and during
6 the Class Period, indirectly purchased Automotive Wire Harness Systems for
7 their own use and not for resale (including as a stand-alone replacement
8 product or as a component of a new motor vehicle that was purchased or
9 leased) from any Defendant or any current or former subsidiary of affiliate
10 thereof, or any co-conspirator. Specifically excluded from this Class are the
11 Defendants, the officers, directors or employees of any Defendant; any entity
12 in which any Defendant has a controlling interest; and any affiliate, legal
13 representative, heir or assign of any Defendant. Also excluded are any federal,
14 state or local governmental entities, any judicial officer presiding over this
15 action and the members of his/her immediate family and judicial staff, and
16 any juror assigned to this action (the "Nevada Indirect Purchaser Class").

17 15. **NEW MEXICO:** All persons and entities who, as residents of New Mexico
18 and during the Class Period, indirectly purchased Automotive Wire Harness
19 Systems for their own use and not for resale (including as a stand-alone
20 replacement product or as a component of a new motor vehicle that was
21 purchased or leased) from any Defendant or any current or former subsidiary
22 of affiliate thereof, or any co-conspirator. Specifically excluded from this
23 Class are the Defendants, the officers, directors or employees of any
24 Defendant; any entity in which any Defendant has a controlling interest; and
25 any affiliate, legal representative, heir or assign of any Defendant. Also
26 excluded are any federal, state or local governmental entities, any judicial
27 officer presiding over this action and the members of his/her immediate
28 family and judicial staff, and any juror assigned to this action (the "New

Mexico Indirect Purchaser Class”).

16. **NEW YORK:** All persons and entities who, as residents of New York and during the Class Period, indirectly purchased Automotive Wire Harness Systems for their own use and not for resale (including as a stand-alone replacement product or as a component of a new motor vehicle that was purchased or leased) from any Defendant or any current or former subsidiary of affiliate thereof, or any co-conspirator. Specifically excluded from this Class are the Defendants, the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “New York Indirect Purchaser Class”).

17. **NORTH CAROLINA:** All persons and entities who, as residents of North Carolina and during the Class Period, indirectly purchased Automotive Wire Harness Systems for their own use and not for resale (including as a stand-alone replacement product or as a component of a new motor vehicle that was purchased or leased) from any Defendant or any current or former subsidiary of affiliate thereof, or any co-conspirator. Specifically excluded from this Class are the Defendants, the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “North Carolina Indirect Purchaser Class”).

18. **NORTH DAKOTA:** All persons and entities who, as residents of North

Dakota and during the Class Period, indirectly purchased Automotive Wire Harness Systems for their own use and not for resale (including as a stand-alone replacement product or as a component of a new motor vehicle that was purchased or leased) from any Defendant or any current or former subsidiary of affiliate thereof, or any co-conspirator. Specifically excluded from this Class are the Defendants, the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the "North Dakota Indirect Purchaser Class").

19. **OREGON:** All persons and entities who, as residents of Oregon and during the Class Period, indirectly purchased Automotive Wire Harness Systems for their own use and not for resale (including as a stand-alone replacement product or as a component of a new motor vehicle that was purchased or leased) from any Defendant or any current or former subsidiary of affiliate thereof, or any co-conspirator. Specifically excluded from this Class are the Defendants, the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the "Oregon Indirect Purchaser Class").
20. **RHODE ISLAND:** All persons and entities who, as residents of Rhode Island and during the Class Period, indirectly purchased Automotive Wire Harness Systems for their own use and not for resale (including as a stand-alone replacement product or as a component of a new motor vehicle that was

1 purchased or leased) from any Defendant or any current or former subsidiary
2 of affiliate thereof, or any co-conspirator. Specifically excluded from this
3 Class are the Defendants, the officers, directors or employees of any
4 Defendant; any entity in which any Defendant has a controlling interest; and
5 any affiliate, legal representative, heir or assign of any Defendant. Also
6 excluded are any federal, state or local governmental entities, any judicial
7 officer presiding over this action and the members of his/her immediate
8 family and judicial staff, and any juror assigned to this action (the "Rhode
9 Island Indirect Purchaser Class").,

10 21. **SOUTH DAKOTA:** All persons and entities who, as residents of South
11 Dakota and during the Class Period, indirectly purchased Automotive Wire
12 Harness Systems for their own use and not for resale (including as a stand-
13 alone replacement product or as a component of a new motor vehicle that was
14 purchased or leased) from any Defendant or any current or former subsidiary
15 of affiliate thereof, or any co-conspirator. Specifically excluded from this
16 Class are the Defendants, the officers, directors or employees of any
17 Defendant; any entity in which any Defendant has a controlling interest; and
18 any affiliate, legal representative, heir or assign of any Defendant. Also
19 excluded are any federal, state or local governmental entities, any judicial
20 officer presiding over this action and the members of his/her immediate
21 family and judicial staff, and any juror assigned to this action (the "South
22 Dakota Indirect Purchaser Class").

23 22. **TENNESSEE:** All persons and entities who, as residents of Tennessee and
24 during the Class Period, indirectly purchased Automotive Wire Harness
25 Systems for their own use and not for resale (including as a stand-alone
26 replacement product or as a component of a new motor vehicle that was
27 purchased or leased) from any Defendant or any current or former subsidiary
28 of affiliate thereof, or any co-conspirator. Specifically excluded from this

1 Class are the Defendants, the officers, directors or employees of any
2 Defendant; any entity in which any Defendant has a controlling interest; and
3 any affiliate, legal representative, heir or assign of any Defendant. Also
4 excluded are any federal, state or local governmental entities, any judicial
5 officer presiding over this action and the members of his/her immediate
6 family and judicial staff, and any juror assigned to this action (the "Tennessee
7 Indirect Purchaser Class").,

8 23. **VERMONT:** All persons and entities who, as residents of Vermont and
9 during the Class Period, indirectly purchased Automotive Wire Harness
10 Systems for their own use and not for resale (including as a stand-alone
11 replacement product or as a component of a new motor vehicle that was
12 purchased or leased) from any Defendant or any current or former subsidiary
13 of affiliate thereof, or any co-conspirator. Specifically excluded from this
14 Class are the Defendants, the officers, directors or employees of any
15 Defendant; any entity in which any Defendant has a controlling interest; and
16 any affiliate, legal representative, heir or assign of any Defendant. Also
17 excluded are any federal, state or local governmental entities, any judicial
18 officer presiding over this action and the members of his/her immediate
19 family and judicial staff, and any juror assigned to this action (the "Vermont
20 Indirect Purchaser Class").,

21 24. **WEST VIRGINIA:** All persons and entities who, as residents of West
22 Virginia and during the Class Period, indirectly purchased Automotive Wire
23 Harness Systems for their own use and not for resale (including as a stand-
24 alone replacement product or as a component of a new motor vehicle that was
25 purchased or leased) from any Defendant or any current or former subsidiary
26 of affiliate thereof, or any co-conspirator. Specifically excluded from this
27 Class are the Defendants, the officers, directors or employees of any
28 Defendant; any entity in which any Defendant has a controlling interest; and

1 any affiliate, legal representative, heir or assign of any Defendant. Also
2 excluded are any federal, state or local governmental entities, any judicial
3 officer presiding over this action and the members of his/her immediate
4 family and judicial staff, and any juror assigned to this action (the "West
5 Virginia Indirect Purchaser Class").

6 25. **WISCONSIN:** All persons and entities who, as residents of Wisconsin and
7 during the Class Period, indirectly purchased Automotive Wire Harness
8 Systems for their own use and not for resale (including as a stand-alone
9 replacement product or as a component of a new motor vehicle that was
10 purchased or leased) from any Defendant or any current or former subsidiary
11 of affiliate thereof, or any co-conspirator. Specifically excluded from this
12 Class are the Defendants, the officers, directors or employees of any
13 Defendant; any entity in which any Defendant has a controlling interest; and
14 any affiliate, legal representative, heir or assign of any Defendant. Also
15 excluded are any federal, state or local governmental entities, any judicial
16 officer presiding over this action and the members of his/her immediate
17 family and judicial staff, and any juror assigned to this action (the "Wisconsin
18 Indirect Purchaser Class").

19 30. This action has been brought and may be properly maintained as a class action
20 pursuant to Rule 23 of the Federal Rules of Civil Procedure for the following reasons:

- 21 1. The Class is ascertainable and there is a well-defined community of interest
22 among the members of the Class;
- 23 2. Based upon the nature of the trade and commerce involved and the number of
24 indirect purchasers of Automotive Wire Harness Systems, Plaintiff believes
25 that the members of the Class number in the thousands, and therefore is
26 sufficiently numerous that joinder of all Class members is not practicable;
- 27 3. Plaintiff's claims are typical of the claims of the members of the Class
28 because Plaintiff indirectly purchased Automotive Wire Harness Systems

1 from one or more of the Defendants or their co-conspirators, and therefore
2 Plaintiff's claims arise from the same common course of conduct giving rise
3 to the claims of the members of the Class and the relief sought is common to
4 the Class;

5 4. The following common questions of law or fact, among others, exist as to the
6 members of the Class:

- 7 i. whether Defendants formed and operated a combination or conspiracy
8 to fix, raise, maintain or stabilize the prices of, or allocate the market
9 for, Automotive Wire Harness Systems sold in the United States;
- 10 ii. whether the combination or conspiracy caused Automotive Wire
11 Harness Systems prices to be higher than they would have been in the
12 absence of Defendants' conduct;
- 13 iii. the operative time period of Defendants' combination or conspiracy;
- 14 iv. whether Defendants' conduct caused injury to the business or property
15 of Plaintiff and the members of the Class;
- 16 v. the appropriate measure of the amount of damages suffered by the
17 Class;
- 18 vi. whether Defendants' conduct violates Section 1 of the Sherman Act;
- 19 vii. whether Defendants' conduct violates Sections 16720 and 17200 of
20 the California Business and Professions Code;
- 21 viii. whether Defendants' conduct violates the antitrust, unfair competition,
22 and consumer protection laws of the other states as alleged below; and
- 23 ix. the appropriate nature of class-wide equitable relief.

24 5. These and other questions of law or fact which are common to the members of
25 the Class predominate over any questions affecting only individual members
26 of the Class;

27 6. After determination of the predominate common issues identified above, if
28 necessary or appropriate, the Class can be divided into logical and manageable

subclasses;

7. Plaintiff will fairly and adequately protect the interests of the Class in that Plaintiff has no interests that are antagonistic to other members of the Class and has retained counsel competent and experienced in the prosecution of class actions and antitrust litigation to represent herself and the Class;
8. A class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual joinder of all damaged Class Members is impractical; the damages suffered by individual Class Members are relatively small, thus, absent the availability of class action procedures, it would not be feasible for Class Members to redress the wrongs done to them;
9. Defendants have acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole; and
10. In the absence of a class action, Defendants would be unjustly enriched because they would be able to retain the benefits and fruits of their wrongful conduct.

31. The Claims in this case are also properly certifiable under the laws of the individual states identified below in the Second and Third Claims for Relief.

FACTUAL ALLEGATIONS

32. This is a class action brought against Defendants Delphi, Furukawa, Lear, Leoni, Sumitomo, S-Y Systems, and Yazaki, (collectively "Defendants"), the largest manufacturers and sellers of automotive wire harnesses and related products, for engaging in a conspiracy to unlawfully fix, stabilize, maintain, and raise the prices of Automotive Wire Harness Systems, as defined above, sold to automobile manufacturers for installation in vehicles manufactured and sold in the United States and elsewhere.

33. Plaintiff seeks to represent consumers who purchased or leased new motor vehicles containing Automotive Wire Harness Systems or who purchased replacement Automotive Wire Harness Systems during the Class Period.

1 34. Defendants manufacture, market, and sell Automotive Wire Harness Systems
2 throughout the United States for installation in vehicles manufactured and sold in the United States,
3 in Japan for export to the United States and installation in vehicles manufactured and sold in the
4 United States, and in Japan for installation in vehicles manufactured in Japan for export to and sale
5 in the United States.

6 35. Defendants and their Co-Conspirators agreed, combined and conspired to rig bids for,
7 inflate, fix, raise, and artificially maintain and stabilize prices of Automotive Wire Harness Systems.

8 36. Antitrust law enforcement authorities in the United States, the European Union, and
9 Japan have been investigating a conspiracy in the market for Automotive Wire Harness Systems. As
10 part of its ongoing criminal investigation, the United States Department of Justice ("DOJ") has
11 brought criminal charges against Defendant Furukawa and its employees and is investigating other
12 manufacturers of Automotive Wire Harness Systems. The Federal Bureau of Investigation ("FBI")
13 has participated in raids, pursuant to search warrants, carried out in at least some of Defendants'
14 offices. The European Commission Competition Authority ("Commission") has also conducted raids
15 at several Defendants' European offices.

16 37. Defendant Furukawa and three of its employees have each pled guilty to a criminal
17 information brought by the United States, charging that, from at least as early as January 2000 and
18 continuing until at least January 2010 (for Furukawa), and varying time periods within that period
19 for the three employees, Furukawa, its employees, and its coconspirators participated in a
20 combination and conspiracy to suppress and eliminate competition in the automotive parts industry
21 by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of, Automotive Wire Harness
22 Systems sold to automobile manufacturers in the United States and elsewhere.

23 38. As part of its plea agreement, Furukawa has agreed to assist the DOJ in its ongoing
24 criminal investigation into the automotive parts industry.

25 39. As a direct result of the anti-competitive and unlawful conduct alleged herein,
26 Plaintiff and Class members, as defined below, paid artificially inflated prices for Automotive Wire
27 Harness Systems installed in their vehicles and Defendants were unjustly enriched during the Class
28 Period. Plaintiff and the class members have thereby suffered injury to their business or property.

1 **A. Defendants' Wrongful Course of Conduct**

2 40. Defendants supplied Automotive Wire Harness Systems to automobile manufacturers
3 for installation in vehicles manufactured and sold in the United States and elsewhere.

4 41. When purchasing Automotive Wire Harness Systems, automobile manufacturers
5 issue Requests for Quotation ("RFQs") to automotive parts suppliers on a model-by-model basis for
6 model-specific parts. Automotive parts suppliers submit quotations, or bids, to the automobile
7 manufacturers in response to RFQs, and the automobile manufacturers award the business to the
8 selected automotive parts supplier for the lifespan of the model, which is usually four to six years.
9 Typically, the bidding process for a particular model begins approximately three years prior to the
10 start of production. Japanese automobile manufacturers procure parts for vehicles manufactured in
11 the United States both in Japan and in the United States.

12 42. From at least as early as January 2000, and continuing until at least January 2010, the
13 exact dates being unknown, Defendants and their Co-Conspirators participated in a combination and
14 conspiracy to suppress and eliminate competition in the automotive parts industry by agreeing to rig
15 bids for, and to fix, stabilize, and maintain the prices of, Automotive Wire Harness Systems sold to
16 automobile manufacturers in the United States and elsewhere. The combination and conspiracy was
17 an unreasonable restraint of interstate and foreign trade and commerce.

18 43. The combination and conspiracy consisted of a continuing agreement, understanding,
19 and concert of action among Defendants, the substantial terms of which were to rig bids for, and to
20 fix, stabilize, and maintain the prices of, Automotive Wire Harness Systems sold to automobile
21 manufacturers in the United States and elsewhere.

22 **1. Defendants Increased Prices for Automotive Wire Harness Systems Despite**
23 **Steady Costs**

24 44. In a market characterized by free and open competition, falling material and labor
25 costs should lead to decreased prices because each firm competing in the market would expect that
26 other competitors would attempt to take advantage of their lower costs to lower their prices in order
27 to increase their market share.

28 45. In a market where competitors are engaging in a price-fixing conspiracy, they do not

1 lower prices even when faced with decreasing input costs. Such price decreases are unnecessary
2 because the conspirators know that they will not lose market share as a result of price competition.

3 46. The price of Automotive Wire Harness Systems substantially increased during the
4 Class Period, while significant input costs virtually remained the same. Copper is a major input cost
5 component in the manufacture of Automotive Wire Harness Systems. Sumitomo and Furukawa own
6 their own copper mines and effectively control their copper input costs. In a market characterized by
7 free and open competition, steady input costs should not result in rising prices.

8 **2. The Structure and Characteristics of the Automotive Wire Harness Systems**
9 **Market Made Collusion Attractive**

10 47. The structure and other characteristics of the market for Automotive Wire Harness
11 Systems are conducive to a price-fixing agreement, and have made collusion particularly attractive
12 in this market. The Automotive Wire Harness Systems market has the following characteristics
13 conducive to collusion: high barriers to entry, inelasticity of demand, high concentration, and
14 opportunities to conspire.

15 48. The Automotive Wire Harness Systems market has high barriers to entry. A collusive
16 arrangement that raises product prices above competitive levels would, under basic economic
17 principles, attract new entrants seeking to benefit from the supra-competitive pricing. Where,
18 however, there are significant barriers to entry, new entrants are less likely. Thus, barriers to entry
19 help to facilitate the formation and maintenance of a price-fixing conspiracy.

20 49. There are substantial barriers that preclude, reduce, or make more difficult entry into
21 the Automotive Wire Harness Systems market. A new entrant into the business would face costly
22 and lengthy start-up costs and other barriers, including multi-million dollar costs associated with
23 acquiring manufacturing plants and equipment, energy, transportation distribution infrastructure, and
24 skilled labor, and overcoming long-standing customer relationships.

25 50. In addition, OEMs cannot easily shift demand among different Automotive Wire
26 Harness Systems suppliers after they select a supplier because the OEMs enter into multi-year
27 contracts with a supplier who specially designs the features of the Automotive Wire Harness
28 Systems to meet the requirements of their vehicles. The Automotive Wire Harness Systems an OEM

1 purchases are integrated with the electronics, mechanics, thermal distribution, and other features of a
2 particular vehicle model.

3 51. There is inelasticity of demand for Automotive Wire Harness Systems. “Elasticity” is
4 a term used to describe the sensitivity of supply and demand to changes in one or the other. For
5 example, demand is generally said to be “inelastic” if an increase in the price of a product does not
6 materially affect demand, if any. In other words, customers have nowhere to turn for alternative,
7 cheaper products of similar quality, and so continue to purchase despite a price increase.

8 52. For a cartel to profit from raising prices above competitive levels, demand must be
9 relatively inelastic at competitive prices. Otherwise, increased prices would result in declining sales,
10 revenues, and profits, as customers purchased substitute products or declined to buy altogether.
11 Inelastic demand is a market characteristic that facilitates collusion, allowing producers to raise their
12 prices without triggering customer substitution and lost revenue.

13 53. Demand for Automotive Wire Harness Systems is highly inelastic because there are
14 no close substitutes for these products. In addition, purchasers or lessees of vehicles must purchase
15 Automotive Wire Harness Systems as an essential part of their vehicles, even if the prices are raised
16 or maintained at supra-competitive levels.

17 54. The market for Automotive Wire Harness Systems is highly concentrated.
18 Defendants dominate the Automotive Wire Harness Systems market. Six of the Defendants control
19 almost 90% of the global market, and four of the Defendants control almost 77% of the global
20 market: Yazaki controls approximately 30%; Sumitomo controls approximately 24%; Delphi
21 controls approximately 16.71%; Lear controls approximately 5%; Furukawa controls approximately
22 4%; and Leoni controls approximately 6%.

23 55. Defendants had ample opportunities to conspire. Defendants attended industry events
24 where they had the opportunity to meet, have improper discussions under the guise of legitimate
25 business contacts, and perform acts necessary for the formation, operation, and furtherance of the
26 conspiracy. For example, Defendants have regularly attended the annual Detroit Auto Show, which
27 provided the means and opportunity to form and further the conspiracy alleged herein.

28 **3. Government Investigations**

1 56. A globally-coordinated antitrust investigation is underway in the United States,
2 Europe, and Japan aimed at suppliers of Automotive Wire Harness Systems. The DOJ has stated that
3 it is conducting an investigation of potential antitrust activity and coordinating its investigation with
4 antitrust regulators in Europe, DOJ Spokeswoman Gina Talamona stated: "The antitrust division is
5 investigating the possibility of anticompetitive cartel conduct of automotive electronic component
6 suppliers."

7 57. On February 8, 2010, the Commission executed surprise raids at the European offices
8 of certain Defendants as part of an investigation into anti-competitive conduct related to the
9 manufacturing and sale of Automotive Wire Harness Systems. On June 7, 2010, the Commission
10 carried out additional raids at the European offices of several suppliers of Automotive Wire Harness
11 Systems. Specifically, Commission investigators raided the offices of Leoni, SY Systems, and
12 Yazaki. "The Commission has reason to believe that the companies concerned may have violated
13 European Union antitrust rules that prohibit cartels and restrictive business practices," a Commission
14 official said in a statement.

15 58. Defendants S-Y Systems and Leoni have stated they are cooperating with the antitrust
16 investigators.

17 59. Lear's Chief Executive Officer Robert Rossiter has stated that Lear was notified by
18 the Commission that it is part of an investigation into anticompetitive practices among automotive
19 electrical and electric component suppliers.

20 60. Defendant Delphi has admitted to having "received a request for information from
21 antitrust authorities at the European Commission seeking information about conduct by us in
22 connection with an investigation in the European Union related to the electrical and electronic
23 components market." Delphi stated that it is cooperating fully with European competition
24 authorities.

25 61. In February 2010, Japan's Fair Trade Commission raided the Tokyo offices of
26 Furukawa, Sumitomo, and Yazaki as part of an expansive investigation into collusion in the industry
27 dating back to at least 2003.

28 62. On February 23, 2010, around the same time as the raids by the Japanese and

1 European competition authorities, investigators from the FBI raided three Detroit-area Japanese auto
2 parts makers as part of the DOJ's investigation. The FBI executed warrants and searched the offices
3 of these companies, including Yazaki's subsidiary in Canton Township, Michigan. Special Agent
4 Sandra Berchtold said the affidavits supporting issuance of the warrants were sealed in federal court.

5 63. To obtain search warrants, the United States was legally required to demonstrate the
6 existence of probable cause, accepted by a federal jurist, to believe that it would obtain evidence of
7 an antitrust violation as a result of executing the search warrant. That belief, supported by affidavits
8 or testimony, must be grounded on reasonably trustworthy information.

9 **4. Guilty Pleas**

10 64. On September 29, 2011, the DOJ announced that Defendant Furukawa had agreed to
11 plead guilty and to pay a \$200 million fine for its role in a criminal price-fixing and bid-rigging
12 conspiracy involving the sale of Automotive Wire Harness Systems to automobile manufacturers.
13 Three Furukawa executives, Tetsuya Ukai (Manager, Unit Chief, and General Manager in the Honda
14 Sales Division), Junichi Funi (Sales Representative and Manager of the Honda Sales Division), and
15 Hirotugu Nagata (Marketing Manager and Chief Financial Officer) also agreed to plead guilty and
16 to be incarcerated in the United States for a year and a day to 18 months.

17 65. On October 24, 2011, Junichi Funi and Hirotugu Nagata lodged guilty pleas to one-
18 count felony charges brought by the DOJ. On November 10, 2011, Tetsuya Ukai pleaded guilty as
19 well.

20 66. Junichi Funi was employed by Furukawa in Japan as a sales representative in the
21 Honda Sales Division from April 2003 until August 2003, and then by a subsidiary of Furukawa in
22 the United States as Assistant General Manager for Honda Sales from August 2003 until March
23 2009, and as Manager of the Honda Sales Division of Furukawa in Japan from March 2009 until at
24 least July 2009.

25 67. Hirotugu Nagata was employed by a subsidiary of Furukawa in the United States as
26 General Manager of Sales from January 2004 until November 2007, Marketing Manager from
27 January 2004 until March 2009, and Chief Financial Officer from January 2004 through at least
28 June 2009.

1 68. Tetsuya Ukai was employed by Furukawa in the Honda Sales Division from April
2 2003 until July 2005, as Unit Chief in the Honda Sales Division from July 2005 until April 2007,
3 and as General Manager of Honda Sales Division from April 2007 until at least July 2009.

4 69. According to the information filed, Furukawa and its co-conspirators carried out the
5 conspiracy by:

6 a. Participating in meetings, conversations, and communications in the United
7 States and Japan to discuss the bids and price quotations to be submitted to automobile
8 manufacturers in the United States and elsewhere;

9 b. Agreeing, during those meetings, conversations, and communications, on bids
10 and price quotations to be submitted to automobile manufacturers in the United States and
11 elsewhere;

12 c. Agreeing, during those meetings, conversations, and communications, to
13 allocate the supply of Automotive Wire Harness Systems sold to automobile manufacturers in the
14 United States and elsewhere on a model-by-model basis;

15 d. Agreeing, during those meetings, conversations, and communications, to
16 coordinate price adjustments requested by automobile manufacturers in the United States and
17 elsewhere;

18 e. Submitting bids, price quotations, and price adjustments to automobile
19 manufacturers in the United States and elsewhere in accordance with the agreements reached;

20 f. Selling Automotive Wire Harness Systems to automobile manufacturers in the
21 United States and elsewhere at collusive and noncompetitive prices;

22 g. Accepting payment for Automotive Wire Harness Systems sold to automobile
23 manufacturers in the United States and elsewhere at collusive and noncompetitive prices;

24 h. Engaging in meetings, conversations, and communications in the United
25 States and elsewhere for the purpose of monitoring and enforcing adherence to the agreed-upon bid-
26 rigging and price-fixing scheme; and

27 i. Employing measures to keep their conduct secret, including but not limited to
28 using code names and meeting at private residences or remote locations.

1 **B. Manner and Means of the Conspiracy**

2 70. For purposes of forming and carrying out the charged combination and conspiracy,
3 Defendants did those things that they combined and conspired to do, including, among other things:

4 a. Participating in meetings, conversations, and communications in the United
5 States and Japan to discuss the bids and price quotations to be submitted to automobile
6 manufacturers in the United States and elsewhere;

7 b. Agreeing, during those meetings, conversations, and communications, on bids
8 and price quotations to be submitted to automobile manufacturers in the United States and
9 elsewhere;

10 c. Agreeing during those meetings, conversations, and communications, to
11 allocate the supply of Automotive Wire Harness Systems sold to automobile manufacturers in the
12 United States and elsewhere on a model-by-model basis;

13 d. Agreeing, during those meetings, conversations, and communications, to
14 coordinate price adjustments requested by automobile manufacturers in the United States and
15 elsewhere;

16 e. Submitting bids, price quotations, and price adjustments to automobile
17 manufacturers in the United States and elsewhere in accordance with the agreements reached;

18 f. Selling Automotive Wire Harness Systems to automobile manufacturers in the
19 United States and elsewhere at collusive and noncompetitive prices;

20 g. Accepting payment for Automotive Wire Harness Systems sold to automobile
21 manufacturers in the United States and elsewhere at collusive and noncompetitive prices;

22 h. Engaging in meetings, conversations, and communications in the United
23 States and elsewhere for the purpose of monitoring and enforcing adherence to the agreed-upon bid-
24 rigging and price-fixing scheme; and

25 i. Employing measures to keep their conduct secret, including but not limited to
26 using code names and meeting at private residences or remote locations.

27 **C. Trade and Commerce**

28 71. During the period covered by this Complaint, Defendants sold to automobile

1 manufacturers located in various states in the United States substantial quantities of Automotive
2 Wire Harness Systems shipped from outside the United States and from other states in a continuous
3 and uninterrupted flow of interstate and foreign trade and commerce. In addition, substantial
4 quantities of equipment and supplies necessary to the production and distribution of Automotive
5 Wire Harness Systems by Defendants, as well as payments for Automotive Wire Harness Systems
6 sold by Defendants, traveled in interstate and foreign trade and commerce. The business activities of
7 Defendants in connection with the production and sale of Automotive Wire Harness Systems that
8 were the subject of the charged conspiracy were within the flow of, and substantially affected,
9 interstate and foreign trade and commerce.

10 **D. The Pass-Through of the Overcharges to Consumers**

11 72. Defendants' conspiracy to rig bids for, and raise, fix, or maintain the price of Wire
12 Harness Systems at artificial levels resulted in harm to Plaintiff and the indirect-purchaser consumer
13 classes alleged herein because it resulted in their paying higher prices for new motor vehicles
14 containing Wire Harness Systems and/or for replacement Wire Harness Systems than they would
15 have paid in the absence of Defendants' conspiracy. Sharis Pozen of the U.S. DOJ has stated that
16 U.S. consumers were affected by the conspiracy.

17 73. Once a Wire Harness System leaves its place of manufacture, it remains essentially
18 unchanged as it moves through the distribution system. Wire Harness Systems are identifiable,
19 discrete physical objects that do not change form or become an indistinguishable part of new motor
20 vehicles in which they are contained.

21 74. Wire Harness Systems follow a traceable physical chain from the defendants to
22 OEMs to purchasers of new motor vehicles containing Wire Harness Systems.

23 75. Just as Wire Harness Systems can be physically traced through the supply chain, so
24 can their price be traced to show that changes in the prices paid by direct purchasers of Wire Harness
25 Systems affect prices paid by indirect purchasers of new motor vehicles containing Wire Harness
26 Systems.

27 76. Because defendants control the market for Wire Harness Systems, there are virtually
28 no choices for persons and businesses that require new motor vehicles containing Wire Harness

1 Systems other than buying such products manufactured by a direct purchaser that paid supra-
2 competitive prices for Wire Harness Systems to defendants because of defendants' conspiracy
3 alleged herein.

4 77. When distribution markets are highly competitive, as they are in the case of new
5 motor vehicles containing Wire Harness Systems as components, all of the overcharge will be
6 passed through to ultimate consumers, such as the indirect-purchaser plaintiff and class members.

7 78. Hence, the inflated prices of new motor vehicles containing Wire Harness Systems
8 resulting from defendants' bid rigging and price-fixing conspiracy have been passed on to plaintiff
9 and the other class members by OEMs and dealers.

10 79. The economic and legal literature has recognized that unlawful overcharges in a
11 component normally result in higher prices for products containing that price-fixed component. Two
12 antitrust scholars - Professors Robert G. Harris (Professor Emeritus and former Chair of the Business
13 and Public Policy Group at the Haas School of Business at the University of California at Berkeley)
14 and the late Lawrence A. Sullivan (Professor of Law Emeritus at Southwestern Law School and
15 author of the Handbook of the Law of Antitrust) - have observed that "in a multiple-level chain of
16 distribution, passing on monopoly overcharges is not the exception: it is the rule."

17 80. As Professor Jeffrey K. McKie-Mason (Arthur W. Burks Professor for Information
18 and Computer Science and Professor of Economics and Public Policy at the University of
19 Michigan), an expert who presented evidence in a number of the indirect purchaser cases involving
20 Microsoft Corporation, said (in a passage quoted in the judicial decision in that case granting class
21 certification): "As is well known in economic theory and practice, at least some of the overcharge
22 will be passed on by distributors to end consumers. When the distribution markets are highly
23 competitive, as they are here, all or nearly the entire overcharge will be passed on through to
24 ultimate consumers... Both of Microsoft's experts also agree upon the economic phenomenon of
25 cost pass through, and how it works in competitive markets. This general phenomenon of cost pass
26 through is well established in antitrust laws and economics as well."

27 81. The purpose of the conspiratorial conduct of the defendants was to raise, fix or
28 stabilize the price of Wire Harness Systems and, as a direct and foreseeable result, new motor

1 vehicles containing such systems. Economists have developed techniques to isolate and understand
2 the relationship between one "explanatory" variable and a "dependent" variable in those cases when
3 changes in dependent variable are explained by changes in a multitude of variables -- when all such
4 variables may be changing simultaneously. That analysis - called regression analysis - is commonly
5 used in the real world and in litigation to determine the impact of a price increase on one cost in a
6 product (or service) that is an assemblage of costs. Thus, it is possible to isolate and identify only
7 the impact of an increase in the price of Wire Harness Systems on prices for new motor vehicles
8 even though such products contain a number of other components whose prices may be changing
9 over time. A regression model can explain how variation in the price of Wire Harness Systems
10 affects changes in the price of new motor vehicles. In such models, rather than being treated as the
11 dependent variable, the price of Wire Harness Systems is treated as an independent or explanatory
12 variable. The model can isolate how changes in the price of Wire Harness Systems impact the price
13 of new motor vehicles containing such systems while controlling for the impact of other price-
14 determining factors.

15 82. Economic and legal literature recognizes that the more pricing decisions are based on
16 cost, the easier it is to determine the pass-through rate. The directness of affected costs refers to
17 whether an overcharge affects a direct (i.e. variable) cost or an indirect (i.e., overhead) cost.
18 Overcharges will be passed-through sooner and at a higher rate if the overcharge affects direct costs.
19 Here, Wire Harness Systems are a direct (and significant) cost of new motor vehicles containing
20 such systems.

21 83. Other factors that lead to the pass-through of overcharges include: (i) whether price
22 changes are frequent; (ii) the duration of the anti-competitive overcharge; (iii) whether pricing
23 decisions are based on cost; and (iv) whether the overcharge affects variable, as opposed to
24 overhead, costs. All of these factors were present in the Wire Harness Systems market during the
25 Class Period. The precise amount of such an impact on the prices of new motor vehicles containing
26 Wire Harness Systems can be measured and quantified. Commonly used and well-accepted
27 economic models can be used to measure both the extent and the amount of the supra-competitive
28 charge passed through the chain of distribution.

1 84. Plaintiff and other indirect purchasers have been forced to pay supra-competitive
2 prices for new motor vehicles containing Wire Harness Systems. These inflated prices have been
3 passed on to them by OEMs and dealers. Those overcharges have unjustly enriched defendants.

4 **FRAUDULENT CONCEALMENT**

5 85. Plaintiff and members of the Class did not discover and could not discover through
6 the exercise of reasonable diligence, the existence of the conspiracy alleged herein until after
7 September 29, 2011, when the investigations by the DOJ became public, because Defendants and
8 their Co-Conspirators actively and fraudulently concealed the existence of their contract
9 combination, and conspiracy.

10 86. Because Defendants' agreements, understandings, and conspiracies were kept secret
11 until September 29, 2011, Plaintiff and members of the Class before that time were unaware of
12 Defendants' unlawful conduct alleged herein, and they did not know before that time that they were
13 paying artificially high prices for Automotive Wire Harness Systems and the products in which they
14 were used.

15 87. The affirmative acts of the Defendants alleged herein, including acts in furtherance of
16 the conspiracy, were wrongfully concealed and carried out in a manner that precluded detection.

17 88. By their very nature, Defendants' price fixing conspiracy was inherently self-
18 concealing. As alleged above, Defendants had secret discussions about price and output.
19 Defendants employed means to keep their conduct secret, including using code names and meeting
20 at private residences or in remote locations.

21 89. In the context of the circumstances surrounding Defendants' pricing practices,
22 Defendants' acts of concealment were more than sufficient to preclude suspicion by a reasonable
23 person that Defendants' pricing was conspiratorial. Accordingly, a reasonable person under the
24 circumstances would not have been alerted to investigate the legitimacy of Defendants' Automotive
25 Wire Harness Systems prices before September 29, 2011.

26 90. Plaintiff and members of the Class could not have discovered the alleged contract,
27 conspiracy, or combination at an earlier date by the exercise of reasonable diligence because of the
28 deceptive practices and techniques of secrecy employed by the Defendants and their co-conspirators

1 to avoid detection of, and fraudulently conceal, their contract, combination or conspiracy.

2 91. As a result of Defendants' fraudulent concealment of their conspiracy, the running of
3 any statute of limitations has been tolled with respect to any claims that Plaintiff and members of the
4 Class have as a result of the anticompetitive conduct alleged in this Complaint.

5 **VIOLATIONS ALLEGED**

6 **First Claim for Relief**

7 **(Violation of Section 1 of the Sherman Act)**

8 92. Plaintiff incorporates and realleges, as though fully set forth herein, each and every
9 allegation set forth in the preceding paragraphs of this Complaint.

10 93. Beginning at a time presently unknown to Plaintiff, but at least as early as January 1,
11 2000, and continuing through the present, Defendants and their co-conspirators entered into a
12 continuing agreement, understanding, and conspiracy in restraint of trade to artificially rig bids and
13 raise, fix, maintain, and/or stabilize prices for Automotive Wire Harness Systems in the United
14 States, in violation of Section 1 of the Sherman Act, 15 U.S.C. §1.

15 94. The contract, combination, or conspiracy among Defendants consisted of a continuing
16 agreement, understanding, and concert of action among Defendants, their agents and/or co-
17 conspirators, the substantial terms of which were to agree to fix the prices of Automotive Wire
18 Harness Systems.

19 95. In formulating and carrying out the alleged agreement, understanding, and
20 conspiracy, the Defendants and their co-conspirators did those things that they combined and
21 conspired to do, including but not limited to the acts, practices, and course of conduct set forth
22 above, and the following, among others:

- 23 1. Fixing, raising, stabilizing, and pegging the price of Automotive Wire Harness
- 24 Systems;
- 25 2. Submitting rigged bids for the award and performance of certain Automotive
- 26 Wire Harness Systems contracts;
- 27 3. Allocating among themselves markets for Automotive Wire Harness Systems;
- 28 and

4. Allocating among themselves and collusively reducing the production of Automotive Wire Harness Systems.

96. The combination and conspiracy alleged herein has had the following effects, among others:

1. Price competition in the sale of Automotive Wire Harness Systems has been restrained, suppressed, and/or eliminated in the United States;
2. Prices for Automotive Wire Harness Systems sold by Defendants and their co-conspirators have been fixed, raised, maintained and stabilized at artificially high, non-competitive levels throughout the United States; and
3. Those who purchased Automotive Wire Harness Systems directly or indirectly from Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

97. Plaintiff and the other class members have been injured and will continue to be injured in their business and property by paying more for Automotive Wire Harness Systems purchased indirectly from the Defendants and their co-conspirators, including paying more for the purchase or lease of new motor vehicles, than they would have paid and will pay in the absence of the combination and conspiracy.

98. Plaintiff and the class are entitled to an injunction against Defendants, preventing and restraining the violations alleged herein.

Second Claim for Relief

(Violation of State Antitrust Laws)

99. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

100. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of Arizona Revised Stat. §§44-1401 *et seq.*

101. By reason of the foregoing, Defendants have entered into agreements in restraint of trade in violation of California Bus. & Prof. Code §§16700 *et seq.*

102. By reason of the foregoing, Defendants have entered into agreements in restraint of

1 trade in violation of District of Columbia Code Ann. §§28-4501 *et seq.*

2 103. By reason of the foregoing, Defendants have entered into agreements in restraint of
3 trade in violation of Hawaii Code, H.R.S. §§ 480-1, *et seq.*

4 104. By reason of the foregoing, Defendants have entered into agreements in restraint of
5 trade in violation of Iowa Code §§553.1 *et seq.*

6 105. By reason of the foregoing, Defendants have entered into agreements in restraint of
7 trade in violation of Kansas Stat. Ann. §§50-101 *et seq.*

8 106. By reason of the foregoing, Defendants have entered into agreements in restraint of
9 trade in violation of Maine Rev. Stat. Ann. 10, §§1101 *et seq.*

10 107. By reason of the foregoing, Defendants have entered into agreements in restraint of
11 trade in violation of Michigan Comp. Laws. Ann. §§445.771 *et seq.*

12 108. By reason of the foregoing, Defendants have entered into agreements in restraint of
13 trade in violation of Minnesota Stat. §§325D.49 *et seq.*

14 109. By reason of the foregoing, Defendants have entered into agreements in restraint of
15 trade in violation of Mississippi Code Ann. §75-21-1 *et seq.*

16 110. By reason of the foregoing, Defendants have entered into agreements in restraint of
17 trade in violation of Nevada Rev. Stat. Ann. §§598A.010 *et seq.*

18 111. By reason of the foregoing, Defendants have entered into agreements in restraint of
19 trade in violation of New Mexico Stat. Ann. §§57-1-1 *et seq.*

20 112. By reason of the foregoing, Defendants have entered into agreements in restraint of
21 trade in violation of North Carolina Gen. Stat. §75-1 *et seq.*

22 113. By reason of the foregoing, Defendants have entered into agreements in restraint of
23 trade in violation of North Dakota Cent. Code §§51-08.1-01 *et seq.*

24 114. By reason of the foregoing, Defendants have entered into agreements in restraint of
25 trade in violation of the Oregon Revised Statutes §§ 646.705 *et seq.*

26 115. By reason of the foregoing, Defendants have entered into agreements in restraint of
27 trade in violation of South Dakota Codified Laws Ann. §§37-1-3.1 *et seq.*

28 116. By reason of the foregoing, Defendants have entered into agreements in restraint of

1 trade in violation of Tennessee Code Ann. §§47-25-101 *et seq.*

2 117. By reason of the foregoing, Defendants have entered into agreements in restraint of
3 trade in violation of Vermont Stat. Ann. Title 9, §§2451 *et seq.*

4 118. By reason of the foregoing, Defendants have entered into agreements in restraint of
5 trade in violation of West Virginia §§47-18-1 *et seq.*

6 119. By reason of the foregoing, Defendants have entered into agreements in restraint of
7 trade in violation of Wisconsin Stat. §§133.01 *et seq.*

8 120. Class Members in each of the states listed above paid supra-competitive, artificially
9 inflated prices for Automotive Wire Harness Systems. As a direct and proximate result of
10 Defendants' unlawful conduct, such members of the Class have been injured in their business and
11 property in that they paid more for Automotive Wire Harness Systems than they otherwise would
12 have paid in the absence of Defendants' unlawful conduct.

13 121. As a result of Defendants' violations of the statutes set forth, Class members seek
14 damages and costs of suit, including reasonable attorneys' fees.

15 **Third Claim for Relief**

16 **(Violation of State Consumer Protection and Unfair Competition Laws)**

17 122. Plaintiff incorporates and realleges, as though fully set forth herein, each and every
18 allegation set forth in the preceding paragraphs of this Complaint.

19 123. Defendants engaged in unfair competition or unfair, unconscionable, deceptive or
20 fraudulent acts or practices in violation of the state consumer protection and unfair competition
21 statutes listed below.

22 124. Defendants have engaged in unfair competition or unfair or deceptive acts or
23 practices in violation of California Bus. & Prof. Code §§ 17200 *et seq.*

24 125. Defendants have engaged in unfair competition or unconscionable, unfair or
25 deceptive acts or practices in violation of District of Columbia Code §§ 28-3901 *et seq.*

26 126. Defendants have engaged in unfair competition or unconscionable, unfair or
27 deceptive acts or practices in violation of Florida Stat. §§ 501.201 *et seq.*

28 127. Defendants have engaged in unfair competition or unfair or deceptive acts or

1 practices in violation of Hawaii Revised Stat. §§ 480 *et seq.*

2 128. Defendants have engaged in unfair competition or unfair or deceptive acts or
3 practices in violation of Massachusetts General Laws, Chapter 93A, §§ 1 *et seq.*

4 129. Defendants have engaged in unfair competition or unfair or deceptive acts or
5 practices in violation of Missouri Revised Statutes Code §§ 407.020 *et seq.*

6 130. Defendants have engaged in unfair competition or unconscionable, unfair or
7 deceptive acts or practices in violation of New Mexico Stat. §§ 57-12-1 *et seq.*

8 131. Defendants have engaged in unfair competition or unfair or deceptive acts or
9 practices in violation of New York Gen. Bus. Law §§ 349 *et seq.* Specifically:

- 10 1. Defendants engaged in commerce in New York;
- 11 2. Defendants and their co-conspirators secretly agreed to raise prices for
12 Automotive Wire Harness Systems sold to customers located in New York
13 and through artificial supply restraints on the entire Automotive Wire Harness
14 Systems market;
- 15 3. New York consumers were targets of the conspiracy;
- 16 4. The secret agreements were not known to New York consumers;
- 17 5. Defendants made public statements about the price of Automotive Wire
18 Harness Systems that Defendants knew would be seen by New York
19 consumers; such statements either omitted material information that rendered
20 the statements that they made materially misleading or affirmatively
21 misrepresented the real cause of price increases for Automotive Wire Harness
22 Systems; and Defendants alone possessed material information that was
23 relevant to consumers, but failed to provide the information;
- 24 6. Because of Defendants' unlawful trade practices in the State of New York,
25 there was a broad impact on New York consumer class members who
26 indirectly purchased Automotive Wire Harness Systems; and consumer class
27 members have been injured because they have paid more for Automotive
28 Wire Harness Systems than they would have paid in the absence of

Defendants' unlawful trade acts and practices

7. Because of Defendants' unlawful trade practices in the State of New York, New York consumer class members who indirectly purchased Automotive Wire Harness Systems were misled to believe that they were paying a fair price for Automotive Wire Harness Systems or the price increases for Automotive Wire Harness Systems were for valid business reasons; and similarly situated consumers were potentially affected by Defendants' conduct;

8. Defendants knew that their unlawful trade practices with respect to pricing Automotive Wire Harness Systems would have an impact on New York consumers and not just the Defendants' direct customers;

9. Defendants knew that their unlawful trade practices with respect to pricing Automotive Wire Harness Systems would have a broad impact, causing consumer class members who indirectly purchased Automotive Wire Harness Systems to be injured by paying more for Automotive Wire Harness Systems than they would have paid in the absence of Defendants' unlawful trade acts and practices;

10. Defendants' consumer-oriented violations adversely affected the public interest in the State of New York..

132. Defendants have engaged in unfair competition or unconscionable, unfair or deceptive acts or practices in violation of North Carolina Gen. Stat. §§ 75-1.1 *et seq.*

133. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Rhode Island Gen. Laws. §§ 6-13.1-1 *et seq.* Specifically:

1. Defendants engaged in commerce in Rhode Island;
2. Defendants and their co-conspirators unscrupulously and secretly agreed to raise Automotive Wire Harness Systems prices by direct agreement on prices Defendants charged Defendants' customers located in Rhode Island;
3. The secret agreements were not known to Rhode Island natural persons who

1 indirectly purchased Automotive Wire Harness Systems primarily for
2 personal, family or household purposes;

3 4. Defendants made public statements that Defendants knew would be seen by
4 Rhode Island natural persons who indirectly purchased Automotive Wire
5 Harness Systems primarily for personal, family or household purposes; such
6 statements created a likelihood of confusion or misunderstanding with respect
7 to the real reasons that the prices of Automotive Wire Harness Systems were
8 rising; and such statements either omitted material information that rendered
9 the statements that they made materially misleading and confusing, or
10 affirmatively deceived such consumers about the real cause of price increases
11 for Automotive Wire Harness Systems;

12 5. Because of Defendants' unlawful and unscrupulous trade practices in Rhode
13 Island, natural persons in Rhode Island who indirectly purchased Automotive
14 Wire Harness Systems primarily for personal, family or household purposes
15 were misled or deceived to believe that they were paying a fair price for
16 Automotive Wire Harness Systems or the price increases for Automotive Wire
17 Harness Systems were for valid business reasons;

18 6. Natural persons who indirectly purchased Automotive Wire Harness Systems
19 primarily for personal, family or household purposes have been injured
20 because they have paid more for Automotive Wire Harness Systems than they
21 would have paid in the absence of Defendants' unlawful and unscrupulous
22 trade acts and practices;

23 7. Defendants knew that their unscrupulous and unlawful trade practices with
24 respect to pricing Automotive Wire Harness Systems would have an impact
25 on Rhode Island natural persons who indirectly purchased Automotive Wire
26 Harness Systems primarily for personal, family or household purposes and not
27 just the Defendants' direct customers;

28 8. Defendants knew that their violations with respect to pricing Automotive Wire

1 Harness Systems would have a broad impact, causing natural persons who
2 indirectly purchased Automotive Wire Harness Systems primarily for
3 personal, family or household purposes to be injured by paying more for
4 Automotive Wire Harness Systems than they would have paid in the absence
5 of Defendants' unlawful trade acts and practices;

6 9. Defendants' violations adversely affected public policy in Rhode Island..

7 134. Defendants have engaged in unfair competition or unfair or deceptive acts or
8 practices in violation of Vermont Stat., Title 9, §§ 2451 *et seq.*

9 135. Class Members in the states listed above paid supra-competitive, artificially inflated
10 prices for Automotive Wire Harness Systems. As a direct and proximate result of Defendants'
11 unlawful conduct, Plaintiff and the members of the Class have been injured in their business and
12 property in that they paid more for Automotive Wire Harness Systems than they otherwise would
13 have paid in the absence of Defendants' unlawful conduct.

14 136. As a result of Defendants' violations of the laws listed above, the members of the
15 Class in the states listed above are entitled to equitable relief including restitution and/or
16 disgorgement of all revenues, earnings, profits, compensation and benefits which may have been
17 obtained by Defendants as a result of such business practices, including compensable damages under
18 New York law, and damages wherever else allowed by law.

19 **Fourth Claim for Relief**

20 **(Unjust Enrichment and Disgorgement of Profits)**

21 137. Plaintiff incorporates and realleges, as though fully set forth herein, each and every
22 allegation set forth in the preceding paragraphs of this Complaint.

23 138. Defendants have been unjustly enriched through overpayments by Plaintiff and Class
24 members and the resulting profits enjoyed by Defendants as a direct result of such overpayments.
25 Plaintiff's and Class members' detriment and Defendants' enrichment were related to and flowed
26 from the conduct challenged in this Complaint.

27 139. Under common law principles of unjust enrichment, Defendants should not be
28 permitted to retain the benefits conferred via overpayments by Plaintiff and Class members.

1 140. Plaintiff and members of the following Indirect-Purchaser State Classes seek
2 disgorgement of all profits resulting from such overpayments and establishment of a constructive
3 trust from which Plaintiff and Class members may seek restitution:

- 4 1. Arizona Indirect-Purchaser Class;
- 5 2. California Indirect-Purchaser Class;
- 6 3. District of Columbia Indirect-Purchaser Class;
- 7 4. Hawaii Indirect-Purchaser Class;
- 8 5. Iowa Indirect-Purchaser Class;
- 9 6. Kansas Indirect-Purchaser Class;
- 10 7. Maine Indirect-Purchaser Class;
- 11 8. Massachusetts Indirect-Purchaser Class;
- 12 9. Michigan Indirect-Purchaser Class;
- 13 10. Minnesota Indirect-Purchaser Class;
- 14 11. Mississippi Indirect-Purchaser Class;
- 15 12. Missouri Indirect-Purchaser Class;
- 16 13. Nevada Indirect-Purchaser Class;
- 17 14. New Hampshire Indirect-Purchaser Class;
- 18 15. New Mexico Indirect-Purchaser Class;
- 19 16. New York Indirect-Purchaser Class;
- 20 17. North Carolina Indirect-Purchaser Class;
- 21 18. Oregon Indirect-Purchaser Class;
- 22 19. Rhode Island Indirect-Purchaser Class;
- 23 20. South Dakota Indirect-Purchaser Class;
- 24 21. Tennessee Indirect-Purchaser Class;
- 25 22. Vermont Indirect-Purchaser Class;
- 26 23. West Virginia Indirect-Purchaser Class; and
- 27 24. Wisconsin Indirect-Purchaser Class.
- 28

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

A. That the Court determine that the claims alleged herein under the Sherman Act, state antitrust laws, and state consumer protection and/or unfair competition laws may be maintained as a class action under Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, as informed by the respective state class action laws;

B. That the unlawful agreement, conduct, contract, conspiracy or combination alleged herein be adjudged and decreed to be:

1. A restraint of trade or commerce in violation of Section 1 of the Sherman Act, as alleged in the First Claim for Relief;
2. An unlawful combination, trust, agreement, understanding, and/or concert of action in violation of the state antitrust laws identified in the Second Claim for Relief herein;
3. Violations of the state consumer protection and unfair competition laws identified in the Third Claim for Relief herein; and
4. Acts of unjust enrichment as alleged in the Fourth Claim for Relief herein.

C. That Plaintiff and the class members alleged herein recover damages, as provided by federal and state antitrust laws, and that a judgment be entered in favor of Plaintiff and the relevant Class members against the Defendants, jointly and severally, in an amount to be trebled in accordance with such laws.

D. That Plaintiff and the relevant Class members obtain any penalties, punitive or exemplary damages, and/or full consideration, where the laws of the respective states identified herein so permit;

E. That Plaintiff and the relevant Class members recover damages and/or all other available monetary and equitable remedies under the state unfair competition laws identified above;

F. That Defendants, their affiliates, successors, transferees, assignees, and the officers, directors, partners, agents, and employees thereof, and all other persons acting or claiming

1 to act on their behalf, be permanently enjoined and restrained from in any manner continuing,
2 maintaining, or renewing the conduct, contract, conspiracy or combination alleged herein, or from
3 entering into any other conspiracy alleged herein, or from entering into any other contract,
4 conspiracy or combination having a similar purpose or effect, and from adopting or following any
5 practice, plan, program, or device having a similar purpose or effect;

6 G. That Plaintiff and class members be awarded restitution, including
7 disgorgement of profits obtained by Defendants as a result of their acts of unfair competition and
8 acts of unjust enrichment;

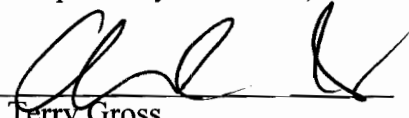
9 H. That Plaintiff and class members be awarded pre- and post-judgment interest,
10 and that that interest be awarded at the highest legal rate from and after the date of service of the
11 initial complaint in this action;

12 I. That Plaintiff and class members recover their costs of this suit, including
13 reasonable attorneys' fees as provided by law; and

14 J. That Plaintiff and class members have such other, further, and different relief
15 as the case may require and the Court may deem just and proper under the circumstances.

16 Dated: February 21, 2012

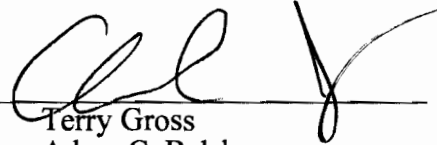
Respectfully submitted,

17 
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28

JURY TRIAL DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury for all issues so triable.

Dated: February 21, 2012



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